

**SCHOOL DISTRICT OF MELLEN
DISTRICT ADMINISTRATOR CONTRACT**

IT IS HEREBY AGREED by and between the School Board of the School District of Mellen (hereinafter designated as the "Board" or "District") and Melissa S. Nigh (hereinafter designated as the "administrator"), that the Board does hereby employ the administrator in the position of District Administrator/Principal.

This contract covers a period beginning on July 1, 2010, and ending on June 30, 2012.

This contract shall commence on July 1, 2010 and end on June 30, 2012. Unless the Board notifies Administrator by January 31, 2011, of its intent to not do so, the contract shall be subject to a single one-year extension to cover the 2012-13 school year and the parties shall enter into a new written contract for the 2011-12 term.

RESPONSIBILITIES

The administrator agrees to perform at a professional level of competence the services, duties, and obligations required by the laws of the State of Wisconsin and the rules, regulations, and policies of the board which now exist or which may be hereinafter enacted by the board. The board agrees to furnish the administrator with a written copy of all such rules, regulations, and policies now in effect or becoming effective during the term of this contract.

In case of direct conflict between any rules, regulations, or policies of the board and any specific provision of this contract, the contract shall control.

The administrator agrees to devote full time to the duties and responsibilities normally expected of the administrator's position during the term of this contract, and shall not engage in any pursuit which interferes with the proper discharge of such duties and responsibilities.

The administrator agrees to participate in professional conferences for the purpose of improving and stimulating the administrator's professional growth. Necessary expenses will be paid for these meetings. National conferences and college coursework must have prior approval from the Board president.

The board will provide the administrator with a written job description of the administrator's duties and obligations. However, the administrator agrees to perform such other duties, services or obligations as from time to time may be assigned.

CERTIFICATION AND LICENSING:

Administrator agrees that a condition of employment is that she must have state required certification and licensing.

SALARY

In consideration for the services rendered, the board will pay to the administrator a salary of \$ 98,500 for the first year of this contract in accordance with the appropriate salary policies adopted by the board. The annual salary for the second year of employment will be determined annually. The salary for the second and subsequent years will not be less than the salary for the first year. The salary will be paid (on a stated basis), less deductions required by federal and state law or authorized deductions as permitted by board

policy. In the event the administrator does not work the full contract year, the salary shall be prorated based on the number of duty days worked.

The Board agrees to provide the following fringe benefits:

A. Sick Leave: The Administrator shall earn twelve (12) sick leave days annually, with one day credited to the Administrator's cumulative balance on the first workday of each month. The Administrator is authorized a one-time temporary 60-day sick leave balance to be used if needed to satisfy the 60-day waiting period under the District's long term disability insurance plan. This temporary balance shall be available until it is equaled by the sick days earned under the District's sick leave benefit plan.

Sick leave is accumulative up to 100 days. At the end of each employment year the District Administrator will be paid on a per diem basis for each sick leave day in excess of the maximum year end cumulative balance of 100 days. In the event the Administrator is unable to substantially perform duties and responsibilities required of this position by reason of illness or injury, the Board may make a proportionate deduction from the stipulated salary. Further, if such disability is deemed permanent or of such nature as to make the substantial performance of her duties impossible, the Board may terminate this contract after 90 days.

B. Vacation: The administrator is entitled to 4 weeks of vacation each school year (July 1 through June 30). Vacation time is not accumulative and shall be used by June 30th of each year. Vacation time in excess of 3 consecutive days shall be approved in advance by the Board president.

C. Holidays: The Administrator shall be entitled to paid time off on the following holidays: New Year's Eve Day, New Year's Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and the following day, Christmas Eve Day, and Christmas Day.

D. Personal Leave: The Administrator shall be entitled to three (3) days per year for conducting personal business. Personal days shall not be cumulative.

E. Travel/Seminars: Authorized use of the Administrator's personal car in her work within the District or outside the District will be reimbursed at the IRS rate. Costs of fees, lodging and meals for out-of-district travel shall be paid by the District. Reimbursement for national conventions must be pre-approved by the Board president.

F. Funeral Leave: Up to 4 days may be taken per death of a member of the administrator's immediate family (spouse, child, parents, grandparents, grandchildren, brother, sister, aunt, uncle, niece, nephew or in-laws in the same degree of relationship.)

G. Insurance:

The District will pay 100% of the premiums for family coverage for health and dental insurance.

The District will pay 100% of insurance specified as term life insurance to be equal to 2X the annual salary of the administrator.

The District will pay 100% of insurance specified as long-term disability insurance.

H. Retirement: The District will pay 100% of the Administrator's required deposit to the Wisconsin State Retirement System. The administrator may retire under the state retirement system at age 57 or older if the Administrator has served the District for at least 12 years. The administrator will be entitled to health

insurance benefits paid for by the district at the exit rate, for up to 5 years or until the administrator is eligible for Medicare, whichever comes first.

I. Professional Dues: The Board will pay the required annual dues for the Wisconsin Association of School District Administrators (WASDA) and the Association of Wisconsin School Administrators (AWSA).

J. Flex Plan: The administrator shall be entitled to participate in the District's Section 125 Plan.

K. Service Recognition Bonus: The district will pay the administrator a \$500 payment after completion of three (3) years of continuous district service. This is a one-time payment that is payable on June 30, 2011.

L. Tax Sheltered Annuity: The Administrator shall be allowed to participate in a tax sheltered annuity plan approved by the district.

M. Membership will be paid for the administrator executive coaching program through WASDA.

Board's Rights and Responsibilities: The Board reserves all management rights not abrogated by this agreement: The rights of the Board include, but are not limited to the following:

1. To direct all operations of the District;
2. To establish work rules and schedules of work
3. To suspend or take other disciplinary action against the administrator;
4. To change insurance carriers and/or self-fund insurance programs;
5. To determine the methods, means and personnel by which District operations are conducted; and
6. To contract out for goods and services.
7. To lay-off employees based on the needs of the district.

PERFORMANCE EVALUATION: The Board shall provide the Administrator a written evaluation at least once each contract year.

TERMINATION BY MUTUAL CONSENT

Upon mutual written agreement by the board and the administrator, this contract and the employment of the administrator may be terminated without penalty or prejudice against either the board or the administrator. In this event, the board will pay the administrator all remuneration and benefits accrued but unpaid during the period of employment immediately prior to such termination.

LIQUIDATED DAMAGES

IT IS FURTHER AGREED by the parties hereto that, in the event the administrator breaches this contract by termination of services during the term hereof, 2% of the administrator's annual salary is determined to be the reasonable liquidated damages which the parties, looking forward, reasonably anticipate will follow from such a breach and the board may, at its option, demand and recover from the administrator such amount of liquidated damages.

CONTRACT TERMINATION

The board may terminate this contract and discharge the administrator from employment for just cause provided that the administrator has received prior notice in writing from the board of its intent and the

alleged reason or reasons for such discharge. Upon written request, a hearing shall be conducted with full regard for due process.

CONTRACT RENEWAL OR NONRENEWAL

Renewal or nonrenewal of this contract will be governed by Sec. 118.24, Wis. Stat. (3). Administrator shall have the right to prior written notice. Administrator shall also have an opportunity to request and have a fair and impartial hearing before the Board. Administrator shall have the right to prior written notice of the time and place of said hearing. Administrator shall have the right to demand that the hearing be held in open session. Administrator shall have the right to present testimony and cross examine those making the allegations. Administrator shall have the right to be represented by the counsel of his/her choice at such a hearing. Administrator shall have the right to a decision which is neither arbitrary or capricious.

SAVINGS:

In case of direct conflict between any rules, regulations, or policies of the Board and any specific provisions of this agreement, this contract shall control. If any article of this contract or portion thereof is held to be invalid or if compliance with or enforcement of any part of this contract is restrained by any tribunal, the remainder of this contract shall not be affected thereby.

The Board desires that the Administrator reside in the School District of Mellen by the conclusion of this contract. All parties have read and understand the provisions of this contract and agree to abide by its provisions.

SCHOOL BOARD OF THE
MELLEN SCHOOL DISTRICT

ADMINISTRATOR

By: Wally Kello 5-3-10 Melissa S. Nigh 4/28/10
President Date Melissa S. Nigh Date

By: Nick LaZonik 4-29-10
Clerk Date

Mellen School Board
Mellen Wisconsin

Action by the school board in adopting this contract is recorded in the board minutes of
4/27/10 (date)